

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup> JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.

PLATINUM ADVISORS, LLC and  
SKYVIEWS OF AMERICA, LLC,

*Plaintiffs,*

v.

JOE CAROLLO and CONSULTING  
ASSOCIATES GROUP, INC.,

*Defendants.*

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**COMPLAINT**

Plaintiffs Platinum Advisors, LLC (“Platinum Advisors”) and SkyViews of America, LLC (“SkyViews”) sue Defendants Joe Carollo (“Carollo”) and Consulting Associates Group, Inc. (“Consulting Associates Group”) and allege as follows:

**INTRODUCTION**

1. Immediately prior to his latest stint as a City of Miami Commissioner, Defendant Carollo served as a paid consultant to Platinum Advisors and SkyViews, providing them advice and guidance on locating a site suitable for building an observation wheel in anticipation of the February 2020 Super Bowl and negotiating the lease for the site. In hiring Defendant Carollo for this critical task, Platinum Advisors and SkyViews placed great trust and confidence in him, and Defendant Carollo accepted this trust and confidence. As part of this fiduciary relationship, for which he received \$125,000.00 through his consulting entity, Defendant Consulting Associates Group, Defendant Carollo undertook certain duties, including an express obligation to hold secret and not disclose Platinum Advisors’ trade secrets, confidential, or proprietary information or to



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use this information for his or anyone else's benefit or to the detriment of Platinum Advisors. In reliance on the above-referenced contractual and fiduciary undertakings, Plaintiffs shared with Defendants Carollo and Consulting Associates Group trade secrets, confidential, and proprietary information—including, among other things, projected statistics regarding revenue, attendance, and additional revenue streams for the observation wheel—and otherwise relied on Defendants to act in their best interests.

2. In a remarkable breach of contractual, legal, and political norms, Defendant Carollo, now a sitting Commissioner, has maliciously attacked his clients, Plaintiffs Platinum Advisors and SkyViews, in an open legislative session of the City of Miami Commission, wrongfully disclosing their trade secrets and urging the Commission to act directly contrary to their interests. Defendant Carollo has done so by way of an abrupt about-face—before his recent outbursts that occurred at the Commission meeting on September 26, 2019, Defendant Carollo had appropriately recused himself from all legislative activities involving his clients, Plaintiffs Platinum Advisors and SkyViews.

3. Defendant Carollo's ill-timed outburst, apparently motivated by his desire for the observation wheel to be located in a location more politically favorable to him, came at a critical moment for Platinum Advisors and SkyViews—the Commission's final approval of the application to erect the observation wheel is imminent but now gravely threatened by Defendant Carollo's tortious misconduct. Plaintiffs have spent years on this project and incurred significant costs to turn it into a reality, and construction of the wheel is well underway. Emergency intervention by the Court to enjoin Defendants Carollo and Consulting Associates Group from further misconduct is therefore necessary to prevent irreparable and imminent harm to Plaintiffs, as the matter in question, SkyViews' planning and zoning application, is still pending before the

City of Miami Commission and is set for final approval at a Commission meeting to be held as early as October 17, 2019.

## **PARTIES**

4. Plaintiff Platinum Advisors is a limited liability company organized and existing under the laws of the State of Arizona and is an affiliated party to Plaintiff SkyViews, a limited liability company organized and existing under the laws of the State of Arizona that currently has a matter pending before the City of Miami.

5. Defendant Joe Carollo is a City of Miami Commissioner, two-time former Mayor of Miami and, at all times mentioned herein, was a resident of Miami-Dade County, Florida.

6. Defendant Consulting Associates Group is a consulting company owned by Defendant Carollo that has been administratively dissolved but used to have a principal place of business at 3126 Coral Way, Miami, Florida 33145.

## **JURISDICTION AND VENUE**

7. This Court has personal jurisdiction over Defendants because (a) Defendant Carollo resides in Miami-Dade County; (b) Consulting Associates Group had a principal place of business in Miami-Dade County; (c) Defendants solicited business in Florida, performed their day-to-day professional services in Florida, and negotiated the terms of the Services Agreement in Florida; and (d) Defendants caused injury in Florida.

8. Venue is proper in the Eleventh Judicial Circuit of Florida because Defendant Carollo resides in Miami-Dade County, Consulting Associates Group operated in Miami-Dade County, and the injury occurred in Miami-Dade County.

## **FACTUAL ALLEGATIONS**

9. Jim Riggs is the President of Platinum Advisors and a manager of SkyViews. In October 2016, Riggs met with and hired Defendant Carollo and his consulting firm, Defendant Consulting Associates Group, to provide advice and guidance to Platinum Advisors and SkyViews with locating a site for the development of an observation wheel in Miami, Florida, and negotiating a lease for the site. In hiring Defendants for this critical task, Platinum Advisors and SkyViews placed great trust and confidence in Defendant Carollo, and Defendant Carollo accepted this trust and confidence.

10. On or about December 12, 2016, Platinum Advisors and Defendants executed a Services Agreement, attached hereto as Exhibit A, under which Consulting Associates Group would “provide advice and guidance on how to best evaluate and proceed with site selection for the [observation wheel], and to acquire a lease on an acceptable site and acceptable lease conditions to [Platinum Advisors].”

11. The Services Agreement was for “a term of one (1) calendar year commencing on December 12, 2016 . . . and continuing through December 11, 2017, (“Term”).” The Services Agreement further defined “Term” as “the contract period provided for under this Agreement and any extensions thereof.”

12. Section 3.1 of the Services Agreement called for Defendants to provide advice and guidance to Platinum Advisors in locating a site and acquiring a lease agreement for the site.

13. The Services Agreement provided that Platinum Advisors would pay Consulting Associates Group (1) \$25,000 upon execution of the agreement, plus \$1,000 within execution of the Agreement for expenses; (2) \$25,000 ninety days from execution of the agreement; (3) \$25,000 one hundred and eighty days from execution of the agreement; (4) \$25,000 two-hundred and

seventy days from execution of the agreement; and (5) \$25,000 there hundred and sixty-five days from the execution of the agreement. (*See Services Agreement § 4.1*)

14. Section 6.1 of the Services Agreement titled “Conflict of Interest” provided: “As further consideration for the payments [Consulting Associates Group] receives under this Agreement, for the Term of this Agreement, and for a period of two (2) years thereafter, [Consulting Associates Group] expressly agrees that [Consulting Associates Group] will not provide consulting, lobbying or other similar services to any party seeking to locate and/or operate Rides in the Location.” (*See Services Agreement § 6.1*)

15. Article 11 of the Services Agreement titled “Disclosure of Information” contains section 11.1, which prohibited Defendants from disclosing, at any point during or after the term of the Services Agreement, any trade secret, confidential, or proprietary information to any person, firm, or corporation. (*See Services Agreement § 11.1*)

16. Section 11.1 additionally prohibited the disclosure of Platinum Advisor’s trade secret, confidential, or proprietary information for Defendants’ personal benefit or for the benefit of any other person:

Consultant shall not, other than in the scope of Services to be provided pursuant to this Agreement either during the term of this Agreement or at any time thereafter, use for his or her own benefit, or for the benefit of any other person, or to the detriment of the Client, or disclose to any person, firm or corporation, any secret, private, or confidential information or other proprietary knowledge of and concerning the business or affairs of the Client which consultants may have acquired in the course of, or as incident to, performance of Services under the terms of this Agreement.

(Services Agreement § 11.1).

17. Section 11.2 of the Services Agreement contains a provision allowing for injunctive relief:

The breach by Consultant . . . of any of the provisions of this section shall: . . . (ii) entitle the Client [Plaintiff Platinum Advisors] to a permanent injunction or other injunctive relief in order to prevent or restrain any such breach by Consultant . . . The rights and remedies of the Client under this Section shall be in addition to and not in limitation of any of the rights, remedies, or damages available to it at law or equity.

(Services Agreement § 11.2).

18. Section 11.2 of the Services Agreement entitles Platinum Advisors to a permanent injunction or other injunctive relief to prevent or restrain Consulting Associates Group from disclosing any such trade secret, confidential, or proprietary information. (See Services Agreement § 11.2)

19. Moreover, Section 11.2 of the Services Agreement is excluded from the arbitration clause in Section 13.3. Platinum Advisors' rights and remedies under Section 11.2 are "in addition to and not in limitation of any of the rights, remedies, or damages available to it at law or equity."

(Services Agreement § 11.2).

20. Pursuant to their fiduciary relationship, Riggs and Defendant Carollo visited multiple sites in an effort to locate the site most advisable for the project. Ultimately, Platinum Advisors and SkyViews chose a specific site at Bayside Marketplace, which is on privately-owned property, notwithstanding Defendant Carollo's repeated attempts to convince them to pursue a different site on city-owned property.

21. Defendant Carollo attended the initial meeting with the Bayside Marketplace landlord. Platinum Advisors shared with Defendant Carollo trade secrets, confidential, and proprietary information including, but not limited to, statistics, sales projections, and expenses, to prepare Defendant Carollo to assist in the meeting. All of the information shared with Defendant Carollo was subject to the non-disclosure provision in the Services Agreement.

22. Riggs, on behalf of Platinum Advisors, terminated the parties' Services Agreement on September 12, 2017 upon learning that Defendant Carollo was planning to run for office. However, under its terms, Platinum Advisors' termination of the Services Agreement did not release Defendants from their obligations that were expressly made to extend beyond the Term, including the Conflict of Interest provision, Article 6, and the Non-Disclosure provisions, Article 11. Nor were Defendants otherwise released from their fiduciary obligations to Platinum Advisors and SkyViews.

23. Defendant Carollo was elected City Commissioner in November 2017.

24. After Defendant Carollo was elected City Commissioner, Platinum Advisors, through its affiliated entity, SkyViews, applied for Planning and Zoning ("PNZ") approval for the development of the observation wheel.

25. On multiple occasions, and to multiple parties, including City Commissioners, City Staff, the City Attorney, the Mayor of Miami, Platinum Advisors, and Plaintiffs' counsel, Defendant Carollo appropriately acknowledged he could not vote on, influence or comment on SkyViews' application.

26. While SkyViews' application has been pending, and to assist it with completing the observation wheel and open the attraction in time for the Super Bowl on February 2, 2020, the City of Miami allowed SkyViews to begin demolition and enter the preconstruction phase of the project thereby incurring significant costs. The City of Miami issued the first of three building permits and SkyViews began working on the site in August 2018. All material terms of the zoning exception and conditions were agreed upon by City Staff, City Commissioners and SkyViews.

27. After multiple delays, SkyViews' final PNZ hearing with the City of Miami Commission was scheduled for September 26, 2019, nearly two years after submitting its

application, and after dozens of meetings with City Commissioners, staff, and consultants. As there were no outstanding issues with SkyViews' application, the application was originally scheduled on the Commission's consent agenda for the September 26, 2019 Commission meeting.

28. A few days before the September 26, 2019 final PNZ hearing, SkyViews was informed that its application was no longer on the Commission's consent agenda due to new issues raised by the City Attorney. The City Attorney later explained that she was reviewing the "economics" of SkyViews' application. The City Attorney's delay in responding to SkyViews' inquiries, after acknowledging that her stance on an "economic review" was beyond her purview, effectively pushed the application off of the consent agenda.

29. In SkyViews' prior hearings with the City Commission, Defendant Carollo had recused himself, acknowledging to the City Staff and Commissioners his conflict of interest that arose from his execution of the Services Agreement. During three prior public hearings, Defendant Carollo walked out of the Council Chamber when SkyViews' matter was called and returned to the Chamber after its conclusion.

30. At the September 26, 2019 Commission meeting, however, Defendant Carollo unexpectedly refused to recuse himself and instead utilized for his own benefit (and Plaintiffs' detriment), Platinum Advisors' trade secret, confidential, and proprietary information to instigate dissent among the City Commissioners and derail the approval of SkyViews' application.

31. More specifically, Defendant Carollo, using the understanding of Plaintiffs' trade secret, confidential, and proprietary business model and financial projections he gained through his fiduciary role, repeatedly urged the Commission to either reject SkyViews' application or renegotiate the terms to make it more profitable for the City.

32. Defendant Carollo maliciously, in bad faith, and in blatant violation of his fiduciary duties, interfered with SkyViews' ability to obtain the needed approval during the September 26, 2019 Commission meeting.

33. Moreover, Defendant Carollo, through his comments at the public Commission meeting, indirectly disclosed Platinum Advisors' trade secret, confidential, and proprietary information in violation of the Services Agreement's non-disclosure provision.

34. Notwithstanding the numerous common law, contractual, and statutory prohibitions against this type of misconduct, Defendant Carollo apparently decided that it would be politically beneficial to him to attempt to hold up or renegotiate SkyViews' application.

35. Based on his fiduciary relationship with Plaintiffs, and his knowledge of their confidential and proprietary business information, Defendant Carollo should never have participated in the discussion of SkyViews' application during the September 26, 2019 meeting, and he should be prohibited from doing so on a going forward basis.

#### **COUNT I BREACH OF FIDUCIARY DUTY**

36. Plaintiffs repeat and reallege the allegations preceding the first count of this Complaint as though fully set forth herein.

37. Plaintiffs placed trust and confidence in Defendant Carollo, including by seeking his advice and guidance on highly important aspects of their business such as the location and terms for a leasehold of land on which to place the observation wheel. Defendant Carollo agreed to Plaintiffs' reposing of trust and confidence, thereby creating a fiduciary relationship.

38. Defendant Carollo has breached his fiduciary duties to Plaintiffs which extended beyond the termination of the Services Agreement, by acting in a manner adverse to Plaintiffs and disclosing Plaintiffs' trade secret, confidential, and proprietary information to the public at large.

39. Defendant Carollo's breaches of fiduciary duty have caused Plaintiffs damages.

## **COUNT II** **BREACH OF SERVICES AGREEMENT**

40. Plaintiffs repeat and reallege the allegations preceding the first count of this Complaint as though fully set forth herein.

41. The Services Agreement entered into between Platinum Advisors and Consulting Associates Group is a valid written contract.

42. The Services Agreement contains a non-disclosure provision that prohibits the disclosure of Platinum Advisors' trade secret, confidential, and proprietary information for Defendants' own benefit or the benefit of others.

43. The Services Agreement also contains a conflict of interest provision that prohibits Defendants from providing consulting, lobbying, or other similar services to anyone seeking to locate and/or operate rides in the location.

44. Platinum Advisors performed all its duties under the Services Agreement.

45. Defendants maliciously and in bad faith breached the non-disclosure and conflict of interest provisions in Sections 11.1 and 6.1 of the Services Agreement when Defendant Carollo disclosed at the September 26, 2019 public meeting Platinum Advisors' trade secret, confidential, and proprietary information.

46. Defendants used Platinum Advisors' trade secret, confidential, and proprietary information for Defendant Carollo's own benefit and the benefit of others and to the detriment of Platinum Advisors.

47. Defendants provided consulting, lobbying, or other similar services in contravention of Section 6.1 of the Services Agreement.

48. As a direct result of Defendants' breach of the Services Agreement, Platinum Advisors suffered the loss of business profits, customers, and advantageous trade secret, confidential, and proprietary information.

**COUNT III**  
**MISAPPROPRIATION OF TRADE SECRETS IN VIOLATION**  
**OF THE FLORIDA UNIFORM TRADE SECRETS ACT**

49. Plaintiffs repeat and reallege the allegations preceding the first count of this Complaint as though fully set forth herein.

50. Platinum Advisors possesses certain trade secrets and confidential information with which Defendants are familiar and have a contractual duty not to disclose to any third party.

51. Platinum Advisors' trade secret information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, another person who can obtain economic value from the disclosure or use of the information.

52. Platinum Advisors has taken reasonable measures to keep such information secret, including, but not limited to, by requiring third-party consultants such as Defendants to execute non-disclosure agreements as a condition of receiving its trade secret information.

53. Defendants, through improper means, have misappropriated Platinum Advisors' trade secrets in breach of his contractual duty to maintain their secrecy.

54. Defendants misappropriated Platinum Advisors' trade secrets by disclosing these trade secrets without Platinum Advisors' consent in breach of their contractual obligation to maintain their secrecy.

55. Defendants' misappropriations of Platinum Advisors' secrets were willful and malicious, and have caused Platinum Advisors damages.

**COUNT IV**  
**INJUNCTIVE RELIEF**  
**(Breach of Fiduciary Duty)**

56. Plaintiffs repeat and reallege the allegations preceding the first count of this Complaint as though fully set forth herein.

57. As set forth in the Services Agreement, Plaintiffs placed trust and confidence in Defendant Carollo, including by seeking his advice and guidance on highly important aspects of their business such as the location and terms for a leasehold of land on which to place the observation wheel. Defendant Carollo agreed to Plaintiffs' reposing of trust and confidence, thereby creating a fiduciary relationship.

58. Defendant Carollo has breached his fiduciary duties to Plaintiffs which extended beyond the termination of the Services Agreement, by acting in a manner adverse to Plaintiffs and disclosing Plaintiffs' trade secret, confidential, and proprietary information to the public at large.

59. Plaintiffs have suffered and will suffer irreparable harm through Defendant Carollo's continued breaches of his fiduciary duties.

60. There is no adequate remedy at law for Defendant Carollo's breaches of his fiduciary duties. Defendant Carollo's continued breaches would cause Plaintiffs the loss of business opportunities and the ability to fairly compete.

61. Plaintiffs have a clear legal right to the relief requested and is likely to succeed on the merits of its case as Defendant Carollo clearly breached his fiduciary duties through the public comments made during the September 26, 2019 Commission meeting.

62. An injunction in this case would serve the public interest.

**COUNT V**  
**INJUNCTIVE RELIEF**  
**(Breach of Services Agreement)**

63. Plaintiffs repeat and reallege the allegations preceding the first count of this Complaint as though fully set forth herein.

64. Section 11.2 of the Services Agreement entitles Platinum Advisors to injunctive relief for a violation of the non-disclosure provision in section 11.1.

65. Defendant Carollo maliciously, in bad faith, and outside the scope of his elected position breached the Services Agreement's non-disclosure provision through his comments at the September 26, 2019 Commission meeting.

66. Moreover, Defendant Carollo used Platinum Advisors' trade secret, confidential, and proprietary information for his own benefit and the benefit of others and to the detriment of Platinum Advisors in violation of Section 11.1 of the Services Agreement.

67. Section 11.2 of the Services Agreement allows Platinum to obtain a permanent injunction to prevent a further breach of the non-disclosure provision of the Services Agreement.

68. The non-disclosure provision of the contract is reasonably necessary to protect Platinum Advisors' legitimate business interest in protecting its valuable, trade secret, confidential, and proprietary information from being disseminated.

69. Platinum Advisors has suffered and will suffer irreparable harm through the further disclosure of its trade secret, confidential, and proprietary information.

70. There is no adequate remedy at law for the disclosure of valuable trade secret, confidential, and proprietary information. The disclosure of such valuable business information would cause Platinum Advisors the loss of business opportunities and the ability to fairly compete.

71. Platinum Advisors has a clear legal right to the relief requested and is likely to succeed on the merits of its case as Defendants clearly breached the non-disclosure provision of the Services Agreement through the public comments made during the September 26, 2019 Commission meeting.

72. An injunction in this case would serve the public interest.

**COUNT VI**  
**INJUNCTIVE RELIEF**  
**(Violation of Florida Uniform Trade Secrets Act)**

73. Plaintiffs repeat and reallege the allegations preceding the first count of this Complaint as though fully set forth herein.

74. Platinum Advisors possesses certain trade secrets and confidential information with which Defendants are familiar and have a contractual duty not to disclose to any third party.

75. Platinum Advisors' trade secret information derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, another person who can obtain economic value from the disclosure or use of the information.

76. Platinum Advisors has taken reasonable measures to keep such information secret, including, but not limited to, by requiring third-party consultants such as Defendants to execute non-disclosure agreements as a condition of receiving its trade secret information.

77. Defendants, through improper means, have misappropriated Platinum Advisors' trade secrets in breach of his contractual duty to maintain their secrecy.

78. Defendants misappropriated Platinum Advisors' trade secrets by disclosing these trade secrets without Platinum Advisors' consent in breach of their contractual obligation to maintain their secrecy.

79. Platinum Advisors has suffered and will suffer irreparable harm through the further disclosure of its trade secret, confidential, and proprietary information.

80. There is no adequate remedy at law for the disclosure of valuable trade secret, confidential, and proprietary information. The disclosure of such valuable business information would cause Platinum Advisors the loss of business opportunities and the ability to fairly compete.

81. Defendants, particularly Defendant Carollo, must be enjoined from further misappropriation of Platinum Advisors' trade secrets, including through a prohibition of further involvement of the deliberative process with respect to the City of Miami Commission's consideration of SkyViews' application.

82. An injunction in this case would serve the public interest.

**COUNT VII**  
**INJUNCTIVE RELIEF**  
**(Violation of Fla. Stat. § 112.3143)**

83. Plaintiffs repeat and reallege the allegations preceding the first count of this Complaint as though fully set forth herein.

84. Defendant Carollo is a "public officer" as that term is defined in Florida statutory provision prohibiting voting conflicts by elected officials, Fla. Stat. § 112.3143.

85. Defendant Carollo has been retained by Platinum Advisors to provide certain services under the Services Agreement and he continues to owe obligations to Platinum Advisors under that contract.

86. The measure set for a vote before the City of Miami Commission on October 24, 2019 would inure to the special private gain or loss of Platinum Advisors, a principal by whom Defendant Carollo has been retained.

87. Pursuant to Fla. Stat. § 112.3143(4), Defendant Carollo is prohibited from voting on this matter.

88. Platinum Advisors will suffer irreparable harm if Defendant Carollo votes on the measure set for a vote before the City of Miami Commission on October 24, 2019.

89. There is no adequate remedy at law for Defendant Carollo's violation of the voting conflicts statute.

90. Platinum Advisors has a clear legal right to the relief requested and is likely to succeed on the merits of its case as Defendant Carollo is clearly prohibited from voting on the measure set for a vote before the City of Miami Commission on October 24, 2019.

91. An injunction in this case would serve the public interest.

## JURY TRIAL DEMAND

Platinum Advisors demands a trial by jury on all claims so triable.

WHEREFORE, Platinum Advisors demands judgment against Defendants Joe Carollo and Consulting Associates Group, Inc. for compensatory damages, consequential damages, costs, pre-judgment and post-judgment interest, attorney's fees, equitable relief, injunctive relief, and such other relief as this Court deems proper.

Dates: October 7, 2019

Respectfully submitted,

By: /s/ Benjamin H. Brodsky  
Benjamin H. Brodsky, Esq., FBN 73748  
Joshua Truppman, Esq., FBN 111795  
BRODSKY FOTIU-WOJTOWICZ, PLLC  
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# EXHIBIT A

# SERVICES AGREEMENT

Between

~~SAXA~~ Platinum Advisors, LLC  
An Arizona Corporation

*JL*  
*JM*

And

~~IPS~~ Consultants Associates Group, Inc  
A Florida Corporation

This Agreement ("Agreement"), by and between the Platinum Advisors <sup>LLC</sup> ("Client"), and  
Consulting Associates Inc. ("Consultant") takes effect on December 12, 2016 ("Effective Date").

*JL*  
*JM*

## RECITALS

**WHEREAS**, Client desires to locate up to five (5) amusement park style rides, including a ferris wheel ride (collectively, "Rides") in the Miami, Florida metro area ("Location"); and

**WHEREAS**, Consultant has knowledge of possible sites best suited to accommodate the Rides in terms of physical layout, visibility, demographics, customer access and community acceptance; and

**WHEREAS**, Client wishes to retain Consultant to provide advice and guidance on how best to evaluate and proceed with site selection for the Rides, and to acquire a lease on an acceptable site and acceptable lease conditions to client ; and

**WHEREAS**, the parties agree that each of recitals set forth above be and is incorporated into the Agreement. ; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

## ARTICLE 1

For purposes of this Agreement, the following terms shall have the meanings ascribed thereto unless otherwise defined herein or clearly required by the context in which such term is used.

*JM* *JL*

1.1 Services. The term "Services" shall mean the Services as set forth in this Agreement.

1.2 Term. The term "Term" shall mean the contract period provided for under this Agreement and any extensions thereof.

## ARTICLE 2

### **TERM**

2.1 This Agreement shall be for a term of one (1) calendar year commencing on December 12, 2016, ("Effective Date"), and continuing through December 11, 2017, ("Term").

## ARTICLE 3

### **SCOPE OF SERVICE**

3.1 Consultant is being retained to provide, advice, and guidance for the specific purpose of identifying a site acceptable to Client for up to five (5) amusement park style rides, and to advise and guide the Client in the process to acquire a lease agreement for such site. Consultant is not a lobbyist nor a Realtor and therefore is not being retained as a lobbyist and/or Realtor. Client understands that if a lobbyist and/or Realtor is required client will be responsible for their retainment. *AS to terms in 3.1 above*

3.2 Consultant shall work in a diligent manner to ascertain a lease agreement for Client upon terms and conditions acceptable on the approved site by the Client for up to five (5) amusement park style rides. Consultant will also be available for consultations with Client if any local government and/or community approvals may be required to place Rides at the Clients selected site. *Client understands that Consultant makes no warranties or representations to the feasibility or suitability of my*

ARTICLE 4 *Site presented for Client's intended uses.*

### **COMPENSATION**

4.1 Consultant shall be paid as follows:

- a) \$25,000 upon execution of Agreement, plus \$1,000 within seven (7) days of execution of Agreement for expenses for the benefit of the Client in the usual and regular course of business ( parking, transportation, and restaurant expenses.);
- b) \$25,000 ninety (90) days from execution of Agreement;

- c) \$25,000 one hundred and eighty (180) days from execution of Agreement; and
- d) \$25,000 two hundred and seventy (270) days from execution of Agreement; and
- e) \$25,000 three hundred and sixty five (365) days from the execution of Agreement.

4.2 As a condition precedent to payments (b) through (e), above, Consultant shall provide Client with a status memo ten (10) days before each payment is due, using the email provided by Client. The memo shall explain what material work Consultant has performed in the period preceding the payment and what Consultant anticipates performing in the following ninety (90) day period. In addition to the above, Consultant shall be reasonably available on a bi-weekly basis for phone calls or meetings of up to two (2) hours with Client to discuss progress.

## ARTICLE 5

### NOTICE

Any notice, demand, or communication required, permitted, or desired to be given hereunder, shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

Client

Platinum Advisors LLC

(Address)

9780 East Gary Road  
(City, State, Zip Code)  
Scottsdale AZ, 85260

Email

hoya@platinumadvisors.com

Consultant

Carroll, Associates, Gep Inc

(Address)

3126 Corinthway, Miami, Florida  
(City, State, Zip Code)  
33195

Email

carroll@carrollassociates.com



## ARTICLE 6

## CONFLICT OF INTEREST

6.1 Consultant represents and warrants that providing the Services will not conflict with, or violate, any obligation, covenant or restriction applicable to Consultant. During the Term, Consultant will avoid activities, investments and other situations which may conflict with Consultant's duties to Client as described herein, or otherwise reflect poorly on Client or the Rides. As further consideration for the payments Consultant receives under this Agreement, for the Term of this Agreement, and for a period of two (2) years thereafter, Consultant expressly agrees that Consultant will not provide consulting, lobbying or other similar services to any party seeking to locate and/or operate Rides in the Location.

## ARTICLE 7

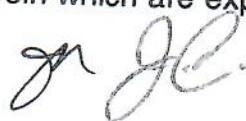
### TERMINATION

7.1 Termination Without Cause by Client. The Term of this Agreement may be terminated by Client without cause, upon providing thirty (30) days prior written notice to Consultant. However, if Client terminates Agreement at any point of the payment schedule with Consultant and Client or his assignee proceed and are successful with acquiring a lease agreement on any site which Consultant worked to acquire for Client, then Client will be obligated to pay Consultant the full amount of the Contract (one hundred twenty five thousand dollars) \$125,000. The full amount of the fee shall only be due for sites that work was actually performed on (meetings, introductions, negotiations) etc...) and shall not include sites that were conceptually presented of drive-bys.

7.2 Termination Without Cause by Consultant. The Term of this Agreement may be terminated by Consultant without cause, upon providing thirty (30) days prior written notice to Client.

7.3 Termination on Notice of Default. If either party shall give notice to the other that such other party has substantially defaulted or committed a material breach in the performance of its obligations under this Agreement and such default is not cured within seven (7) days following the giving of such notice, the party giving such notice shall have the right to immediately terminate this Agreement.

7.4 Effects of Termination. Upon the termination of this Agreement as hereinabove provided, neither party shall have any further obligation hereunder including payment, except for (1) obligations accruing prior to the date of termination and (2) obligations, promises, or covenants contained herein which are expressly made to extend beyond the Term (e.g., Sections 6.1 ).



## ARTICLE 8

### INDEPENDENT CONTRACTOR

8.1 Consultant is an independent contractor under this Agreement. Services provided by Consultant shall be subject to the supervision of Consultant. In providing the services, Consultant or its employees providing Services shall not be acting and shall not be deemed as acting as officers, employees, or agents of Client. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of Consultant.

## ARTICLE 9

### SUBCONTRACTING/ASSIGNMENT

9.1 Consultant shall not subcontract or assign any portion of this Agreement to any other entity without the prior written consent of the Client. This Agreement may be assigned by the Client, with Client maintaining responsibility for any payments due to Consultant under this Agreement that Client's assignee fails to pay to Consultant.

## ARTICLE 10

### AUTHORIZATION

10.1 Except for the (one thousand dollars) \$1,000 described in Article 4.1(A) Consultant shall not, without authorizations first being given by Client: a) use or pledge money or credit of the Client, except in the usual and regular course of business and on account of or for the benefit of the Client; b) release or discharge any debt due to Client without receiving the full amount thereof; c) commit any act causing seizure or attachment of the Client's property; or d) cause Client to become a guarantor, surety, or endorser, or give any note which obligates the Client.

## ARTICLE 11

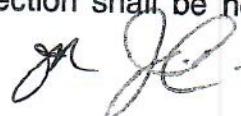
### DISCLOSURE OF INFORMATION

11.1 Consultant shall not during the term of this Agreement, employees, agents, servants and contractors of Consultant will be exposed to information which is confidential and proprietary to the Client. This information includes, but is not limited to, trade secrets, financial and technical information, exposure to entities with which Client

has a contractual relationship. Consultant shall not, other than in the scope of Services to be provided pursuant to this Agreement either during the term of this Agreement or at any time thereafter, use for his or her own benefit, or for the benefit of any other person, or to the detriment of the Client, or disclose to any person, firm or corporation, any secret, private, or confidential information or other proprietary knowledge of and concerning the business or affairs of the Client which Consultants may have acquired in the course of, or as incident to, performance of Services under the terms of this Agreement. Consultant shall require individually of its employees, agents, servants and contractors that no individual shall, other than in the scope of Services to be provided pursuant to this Agreement either during the term of this Agreement or at any time thereafter, use for his or her own benefit, or for the benefit of any other person, or to the detriment of the Client, or disclose to any person, firm or corporation, any secret, private, or confidential information or other proprietary knowledge of and concerning the business or affairs of the Client which Consultant may have acquired in the course of, or as incident to, performance of Services under the terms of this Agreement. This prohibition shall specifically include, but not be limited to, a prohibition on the solicitation of entities with which the Client has contract to render professional services, and the use or disclosure of any trade secret or proprietary information of the Client. This Section shall not prohibit Consultant from disclosing any information pursuant to a subpoena or court order in criminal, civil, or administrative proceedings. In recognition of the fact that the foregoing obligations shall survive the termination of this Agreement, Consultant agrees that upon termination of this Agreement, whether by expiration of the Agreement, or with or without cause, it will turn over to the Client all records, documents and copies and transcriptions thereof relating to the Client's business which are in possession of, or under the control of Consultant, or its employee, agent, servant or independent contractor, excluding those documents which have considered to be the work product of such individual, or copyrighted material.

11.2 The breach by Consultant or its employee, agent, servant or independent contractor, of any of the provisions of this Section shall: (i) constitute cause for the termination of this Agreement, notwithstanding any other term, provision, or definition contained in this Agreement; and (ii) entitle the Client to a permanent injunction or other injunctive relief in order to prevent or restrain any such breach by Consultant or its employee, agent, servant, or contractor, or any and all persons or entities directly or indirectly acting for or with Consultant. The rights and remedies of the Client under this Section shall be in addition to and not in limitation of any of the rights, remedies, or damages available to it at law or equity.

11.3 Consultant's signature on this Agreement is acknowledgement that the foregoing subsections were carefully read and considered, and having done so, Consultant agrees that the restrictions set forth in this Section are fair and reasonably require for the protection of the interests of the client. In the event that, notwithstanding the foregoing, any part of the covenants set forth in this Section shall be held to be



invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. In the event that any provision of this Section shall be declared by a court of competent jurisdiction to be unreasonable or unenforceable, the court shall enforce the provision in a way which it deems to be reasonable and enforceable.

## ARTICLE 12

### OWNERSHIP OF DOCUMENTS

12.1 Any and all reports, photographs, surveys, and other data and documents provided, modified or created by Consultant in connection with this Agreement are work product and shall remain the property of Client. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of the Client and shall be delivered by Consultants to Client within seven (7) days of termination of this Agreement by either party. Any compensation due to Consultant may be withheld until all documents are received as provided herein.

## ARTICLE 13

### GENERAL PROVISIONS

13.1 Severability. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in force and effect and enforceable in accordance with its terms.

13.2 Article and Other Headings. The article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

13.3 Jurisdiction. The parties agree that should any dispute arise out of this Agreement it shall be resolved by binding Arbitration under the American Arbitration Association commercial rules. The parties shall have thirty (30) days to agree to an arbitrator and the location for arbitration; if they are unable to come to an agreement then the matter shall be arbitrated through the American Arbitration Association's office in Orlando, Florida.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date first entered above.



Platinum Advisors LLC

Jim Pugis Manager December 12, 2016  
Client Signature

Joe Carollo December 12, 2016  
Consultant Signature President

Jim Pugis  
Client Print Name

Jim Pugis  
Client Witness Signature

Consulting Associates Group, Inc.  
Consultant Print Name

Joe Carollo  
Consultant Witness Signature

Anthony Catena  
Client Witness Print Name

Patricia Delinor 12/12/16  
Consultant Witness Print Name

\* Both parties agree that an addendum to this Agreement will need to be executed if the Client decides to pursue a waterfront site for multiple rides (attractions over 5' tall) and possible food/parking concessions. (A mini theme park) Site will be known as Virginia Key - Key Biscayne Site

Joe Carollo